

AGREEMENT

BY AND BETWEEN

ALBERTSON'S LLC

AND

TEAMSTERS LOCAL'S 2, 190, 222, 483 & 983

COVERING THE PERIOD OF:

January 29, 2023, through January 29, 2028



1 of 14

**ALBERTSON'S LLC
SALT LAKE CITY, UTAH
DISTRIBUTION CENTER AGREEMENT**

Contract Term: January 29, 2023, to January 29, 2028

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ALBERTSON'S LLC
SALT LAKE CITY,
DISTRIBUTION CENTER AGREEMENT

THIS AGREEMENT by and between ALBERTSON'S LLC, hereinafter referred to as the "Company," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL UNIONS # 2, 190, 222, 483 & 983, hereinafter referred to as the "Union."

PREAMBLE

WHEREAS, the parties hereto acting by their duly authorized agents agree that for the purpose of promoting the interest of the parties hereto, this Agreement as to wages, hours and working conditions is entered into and shall be binding upon the parties hereto from the date hereof until termination as hereinafter provided.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements of the other, each of the parties hereto agrees as follows:

Article 1 - RECOGNITION

1.1 The Company recognizes Local 222 as the sole collective bargaining agent for all drivers, truck mechanics, tire persons, fuelers, washers, and lubrication and maintenance employees employed by Albertson's LLC at its distribution facilities located at 620 West 600 North, North Salt Lake City, Utah; but excluding warehousepersons, warehouse mechanics, warehouse managers, forepersons, assistant forepersons, buyers, stampers, salvage and cleanup employees, janitors, dispatchers, salespersons, office clerical employees, confidential employees, professional employees, guards, watchpersons, and supervisors defined by the NLRA, and any other persons not specifically included in the unit.

1.2 The Company recognizes Local 483 as the sole collective bargaining agent for all drivers domiciled in the Boise, Idaho jurisdiction. These drivers are those who make Boise area runs from Boise, Idaho to Bliss, Idaho to rendezvous with Salt Lake area Drivers, as well as Boise drivers who deliver in or around Boise, Idaho Region. Local 483 acknowledges that Local 483 and the drivers within its jurisdiction covered by this agreement shall be bound by the terms and conditions of this collective bargaining agreement.

1.3 The Company recognizes Local 2 as the sole collective bargaining agent for all drivers domiciled in the Butte Montana jurisdiction. These drivers are those who make Butte area runs from Butte, Montana to Idaho Falls, Idaho to rendezvous with Salt Lake area Drivers, as well as Butte drivers who deliver in or around Butte, Montana Region. Local 2 acknowledges that Local 2 and the drivers within its jurisdiction covered by this agreement shall be bound by the terms and conditions of this collective bargaining agreement.

1.4 The Company recognizes Local 190 as the sole collective bargaining agent for all drivers domiciled in Billings, Montana. These drivers are those who complete relays or deliveries in Montana, Idaho, Wyoming and/or North Dakota. Local 190 acknowledges that Local 190 and the drivers within its jurisdiction covered by this agreement shall be bound by the terms and conditions of this collective bargaining agreement.

1.5 The Company recognizes Local 983 as the sole collective bargaining agent for all drivers currently domiciled in Idaho Falls, with Eastern Idaho jurisdiction. These drivers are those who make the Eastern Idaho area run from Idaho Falls, Idaho to Salt Lake City, to Butte or where needed in or around the Eastern Idaho or Western Wyoming Regions. Local 983 acknowledges that Local 983 and the drivers within its jurisdiction covered by this agreement shall be bound by the terms and conditions of this collective bargaining agreement.

1.6 The Employer will provide the Union with contact information for all new hires within fourteen (14) days of hiring. The Employer will provide a list of new hire that are performing bargaining unit work to Union & steward monthly if requested.

1.7 Teamsters Local # 222 shall maintain jurisdiction within the state of Utah and shall lead contract negotiations and the above-mentioned Teamster Locals will participate in contract negotiations.

Article 2 - UNION SECURITY

2.1 Except where prohibited by law, the Employer agrees that each employee, as herein defined who performs work of the types set forth in Article (1) herein, and who has been offered membership in the Union within the appropriate jurisdiction on the same terms & conditions as all members of the Union domiciled in that jurisdiction, must accept membership or become a fair share fee payer within thirty-one (31) days from the date of this agreement or the date of employment, whichever last occurs, and shall remain a member in good standing or fair share fee payer or be discharged at the request of the Union. Nothing contained in this Agreement shall be construed as to require membership or non-membership in the Union or fair share payer status as a condition of employment or continuation of employment where prohibited by law.

2.2 DUES CHECKOFF: The Company will remit union dues payments to Teamsters Local Unions # 222, # 2, # 190, # 483 & Local Union # 983, authorized by bargaining unit employees covered within their respective jurisdiction. The employee's Union authorization shall contain the appropriate Teamster Local Union Number to which dues should be remitted.

2.2.1 The Employer agrees to deduct the regular monthly Union dues and initiation fee uniformly required as a condition of membership in the Union once each month from the wages of each Union member covered by this Collective Bargaining Agreement when s/he has provided the Employer a voluntary individual written authorization to make such deductions. The employee's Union authorization shall contain the appropriate Teamster Local Union Number to which dues and initiation fees should be remitted (#222, #2, #190, #483, or #983). Initiation fees may be deducted in two equal monthly payments at the request of the Union.

2.2.2 Such deductions, when authorized, shall be made from the net wages due a member for one (1) pay period each month as determined by the Employer, and shall be transmitted to the appropriate Local Union's office no later than twenty (20) days following such deductions. In the event a member either has no wages, or the net number of wages due him or her for the designated pay period in a month is less than the Union's monthly dues, the employee will have to make arrangements directly with the Union for the payment of his or her dues for that month.

2.2.3 Authorization for such deductions is to be entirely voluntary upon the part of each such individual member.

2.2.4 On the first regular dues deduction, payroll, after the signing of the new Agreement, the Company will deduct all due and accrued dues and initiation fees. The Company will also make such a cleanup deduction on the first dues deduction payroll of each calendar year of the Contract.

2.3 The Union shall indemnify and hold the Employer harmless against any and all claims, charges, demands, lawsuits, or other forms of liability and related expenses, including attorney fees that may arise out of Employer's payroll deductions, in the past or future, of union dues and initiation fees.

2.4 D.R.I.V.E. (Democratic, Republican, Independent, Voter Education)

Albertson's (Employer) agrees to deduct DRIVE contributions on a monthly (weekly) basis from the net wages due an employee each month (weekly pay period) of each employee covered by this collective bargaining agreement who has provided Albertson's with a voluntary individual written authorization to make such deductions on a form that has been mutually agreed upon by Albertson's and Teamsters Local Union No. 2, # 190, # 222, # 483 & Local # 983 (Union). The Union agrees to indemnify and hold the Employer fully harmless for any liability, including costs and expenses that arise out of or by reason of any action taken by the Employer in accordance with this Letter of Understanding. The deduction shall be expressly limited to DRIVE contributions only and the Employer shall have no obligation whatsoever to make deductions for any purpose other than dues deductions in accordance with Article 2, Union Security, of the collective bargaining agreement.

2.4.2 DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly (weekly) basis for all months (weeks) worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from that employee's paycheck. The Employer shall have no responsibility for the application of the amounts transmitted in accordance with this paragraph. The Union (International Brotherhood of Teamsters) shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the monthly DRIVE payroll deduction plan.

2.4.3 No deductions will be made from the wages of any such employee until the Employer has received a signed copy of a voluntary written authorization to make such deductions with such authorization to be received by the Employer no later than the first day of the month in which the deductions are to commence in order to be deducted for that month.

2.4.4 Authorization for such deductions is to be entirely voluntary on the part of each such individual employee. Any such employee may revoke his individual voluntary authorization upon giving thirty (30) days' written notice to the Employer and the Union.

Article 3 - WORKDAY, WORKWEEK AND OVERTIME

3.1 For the purpose of computing weekly overtime, the basic workweek, Sunday through Saturday, shall consist of forty (40) hours. All time worked over forty (40) hours per week, as defined above, shall be paid for at the overtime rate of one and one-half (1½) times the employee's regular straight-time hourly rate of pay. All work performed by employees on their sixth (6th) or seventh (7th) consecutive day of work in the workweek shall be paid for at time and one-half (1½).

All shop employees and local drivers covered by this Agreement shall receive one and one half (1½) times their regular straight-time hourly rate of pay for all hours worked in excess of ten (10) hours if they are regularly working four (4) ten (10) hour days, and for all hours worked in excess of eight (8) hours if they are regularly working five (5) eight (8) hour days.

Employees who are returned to work with less than ten (10) hours off since the end of their last shift worked will receive time and one-half (1½) their regular straight-time rate of pay until such ten (10) hours elapse.

3.1.2 The Employer may arrange the weekly work schedules to accommodate the needs of the business. In doing so, it will make a good faith effort to schedule all employees for two (2) consecutive days off.

3.2 Night Premium. A night premium pay of fifty (\$0.50) cents per hour shall be paid for all hours worked between 6 p.m. and 2 a.m. Employees regularly working the graveyard shift will receive a wage rate fifty (\$0.50) cents per hour higher than the day shift rate for the same classification in lieu of the night premium described in the previous sentence.

3.2.2 The payment of overtime hours and premium pay shall not be compounded or pyramided, i.e. overtime and/or premium pay shall not be paid twice for hours worked.

3.2.3 Notwithstanding this provision or any other provision of this agreement, nothing contained herein shall be construed as establishing a guaranteed workday or workweek.

3.3 Reporting Pay: Any regular full-time employee reporting for work as scheduled, shall be given the opportunity to work four (4) hours, or shall receive four (4) hours of pay in lieu thereof, providing, however, the employee is available for four (4) hours of work and is qualified to perform the work required.

3.3.2 It is understood where operations are suspended due to circumstances beyond the Company's control, such as fires, floods, storms, failure of power supply and related reasons, etc., then the employees will receive pay only for hours actually worked, however, if the employee shows up for work or is asked to remain at work while the issue is being addressed, they will do so on the clock and be provided with the guarantee as stated in Section 3.3 ("Reporting Pay"), in this Article.

3.4 Lunch Periods: An employee will be afforded a thirty (30) minute lunch break as near as practicable (subject to the requirements of the business) to the middle of the employee's work-shift.

3.5 Rest Periods: An employee working six (6) or more hours in a workday will be afforded a fifteen (15) minute paid rest period as near as practicable (subject to the requirements of the business) to the middle of each half of his or her regularly scheduled work shift, and if the employee is required to work more than one (1) hour past the end of his or her normal regularly scheduled work shift, s/he will be given an additional ten (10) minute break. Rest breaks will begin when an employee stops work and will end when s/he resumes work.

Article 4 - RATES OF PAY

Rates of pay are set forth under Exhibit "A" attached hereto and made a part hereof by reference.

Article 5 - HOLIDAYS

5.1 The following days shall be considered as paid holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day
* July 24 th / Personal Holiday	

* Employees in Local 222 only. Employees in locals 483, 2, 190, & 983 shall receive an additional Personal Holiday in lieu of July 24th.

5.2 Holiday Eligibility & Pay: All regular full-time employees who have worked a minimum of thirty (30) days for the Company, shall receive eight (8) hours of holiday pay at the employee's regular straight-time hourly rate of pay for the above-specified holidays, provided they work their last regularly scheduled workday immediately preceding and the first scheduled workday immediately following the holiday or were on vacation or excused from work by the Company or if the employee is/was confirmed sick, ill or injured by a written physician's excuse on one (1) or both days. and providing further they also receive pay for work performed or other compensation from the Company during the week in which the holiday occurs.

5.2.1 Employees who normally work four (4) ten (10) hour workweeks will be eligible to receive up to ten (10) hours of holiday pay on designated holidays.

5.3 Personal Holiday: Employees will be granted one personal holiday following the successful completion of their probation period, to be available immediately following said probation, and each calendar year after.

5.3.1 Requesting Personal Holiday: When a request for a scheduled personal holiday has been submitted, a written response to approve or deny said holiday will be provided by the company within seven (7) calendar days.

5.3.2 Employees who are awarded a personal holiday cannot be forced in on any scheduled day off in conjunction with the floating holiday.

5.4 Employees who have not taken their personal holiday prior to three (3) months before the end of the calendar year will notify the company that they desire to schedule their personal holiday and will do so at a mutually convenient time for the employee and the company. The company maintains its discretion to designate the days that are available for personal holiday selection.

5.5 Personal Holiday Requirements: To receive pay for the personal holiday, the employee must work his/her entire last scheduled shift immediately before and the first scheduled shift immediately following the holiday unless excused by the Transportation Manager or if the employee is/was confirmed sick, ill, or injured by a written physician's excuse.

5.6 Hours paid for but not worked in the holiday week will not be counted as hours worked for the purpose of computing weekly overtime. All work performed on a holiday shall be compensated for the employee's regular straight-time hourly rate of pay, in addition to holiday pay as provided above.

Article 6 - VACATIONS

6.1 Newly hired employees will accrue paid vacation, during their first calendar year, which may be taken during their second calendar year, as follows:

- January, February, and March dates of hire will accrue five (5) days' paid vacation.
- April, May, and June date of hire will accrue four (4) days' paid vacation.
- July, August, and September date of hire will accrue three (3) days' paid vacation.
- October and November date of hire will accrue two (2) days' paid vacation.
- December month of hire will accrue one (1) day's paid vacation.

6.2 All regular full-time employees, after one (1) full calendar year of their employment shall be entitled to one (1) weeks' vacation with pay.

All regular full-time employees, on their second (2nd) and each subsequent calendar year of their employment shall be entitled to two (2) weeks' vacation with pay.

All regular full-time employees on the eighth (8th) and each subsequent calendar year of their employment shall be entitled to three (3) weeks' vacation with pay.

All regular full-time employees on the fifteenth (15th) and each subsequent calendar year of their employment shall be entitled to four (4) weeks' vacation with pay.

Effective January 2018, a regular full-time employees on the twenty-fifth (25th) and each subsequent calendar year of employment shall be entitled to five (5) weeks' vacation with pay.

6.3 Should the employee be on vacation during the week in which one (1) of the contractual holidays occurs, s/he shall receive holiday pay for that day in accordance with the provisions of ARTICLE 5, HOLIDAYS, or an extra day's vacation in lieu thereof.

6.4 Continuity of employment for the purpose of this Article shall be considered broken when an employee quits, is discharged, or does not work and receive pay for a period of more than sixty (60) calendar days, provided, however, that an employee who is on an approved leave of absence for up to six (6) months shall not be considered as having a break in employment for the purpose of determining the number of weeks of vacation to which s/he is entitled. Employees on layoff status not reporting to work within seventy-two (72) hours of recall shall forfeit all accrued vacation benefits.

6.5 Employees who have earned a vacation on the basis of completed service may receive their vacation pay in advance, if requested at least two (2) weeks in advance of their scheduled vacation period.

6.6 All full-time employees who have been continuously employed for one (1) year who are terminated for reasons other than drunkenness, dishonesty, or quit without seventy-two (72) hours' notice, will receive pro-rata termination vacation pay from the date of their last anniversary date of employment. All full-time employees who have been continuously employed for at least one year who quit with at

least seventy-two 72 hours' notice of the quit or are permanently laid off or retire shall be paid pro-rata vacation pay for each month worked after his or her anniversary date, based upon the last vacation for which the employee qualified.

6.7 Vacation paid to employees in all classifications covered by this Agreement will be based on 1/52 of their earnings during the preceding calendar year for each week of vacation due, provided the employee actually works at least twenty-six (26) weeks during the calendar.

6.8 "Bargaining Unit Seniority" will be the determining factor considered in the selection and scheduling of vacations. There shall be a separate vacation schedule for bargaining unit employees. The employee with the highest seniority will be allowed to select all of their weeks of vacation first, the second most senior employee will then select their vacation weeks and so on until the least senior employee selects.

6.9 Separate vacations schedules shall be bid by and scheduled within the Locals as follows: Locals 222 & 983 / Local 2 & 190 / Local 483 / and will be bid by and awarded according to an employee's bargaining unit seniority.

6.10.1 Pertaining to vacation availability within IBT Local No. 222 & IBT Local No. 983, a minimum of thirteen percent (13%) of total drivers determined at the time of vacation bidding will be offered the opportunity to schedule vacation each week. All weeks throughout the year will be available for vacation selection. During the weeks of Thanksgiving, Christmas, and New Years a minimum of at least ten percent (10%) of drivers will be allowed to schedule vacation. During the two (2) weeks before Thanksgiving, Christmas, and/or business emergencies, only (2) two drivers will be allowed to schedule vacation. Runs made available due to the taking of vacations will be offered to the extra-board for selection before being subcontracted.

6.10.2 Pertaining to vacation availability within IBT Local No. 2 & IBT Local No. 190, a minimum of thirteen percent (13%) of total drivers determined at the time of vacation bidding will be offered the opportunity to schedule vacation each week. All weeks throughout the year will be available for vacation selection. During the weeks of Thanksgiving, Christmas, and New Years a minimum of at least ten percent (10%) of drivers will be allowed to schedule vacation. During the two (2) weeks before Thanksgiving, Christmas, and/or business emergencies, only (2) two drivers will be allowed to schedule vacation. Runs made available due to the taking of vacations will be offered to the extra-board for selection before being subcontracted.

6.10.3 Pertaining to vacation availability within IBT Local No. 483, a minimum of thirteen percent (13%) of total drivers determined at the time of vacation bidding will be offered the opportunity to schedule vacation each week. All weeks throughout the year will be available for vacation selection. During the weeks of Thanksgiving, Christmas, and New Years a minimum of at least ten percent (10%) of drivers will be allowed to schedule vacation. During the two (2) weeks before Thanksgiving, Christmas, and/or business emergencies, only (2) two drivers will be allowed to schedule vacation. Runs made available due to the taking of vacations will be offered to the extra-board for selection before being subcontracted.

6.10.4 Additional assessment based on the vacation needs and availability of each individual Local/s will from time to time be evaluated by the Union and Company, as increases or decreases may be needed to maintain percentage objectives.

6.11 If an Albertsons employee enters the bargaining unit from another Albertsons facility or Company location outside the location of the jurisdiction of the bargaining units recognized within this agreement, he/she will receive vacation pursuant to 6.2, based on continuous years of service with the company, however they will select their vacation according to their bargaining unit seniority date.

6.12 It is the intent of the Company, subject to business requirements, to schedule employees for one (1) week (seven [7] consecutive days) of vacation where practical.

6.13 A large vacation calendar will be available to all bargaining unit employees within each department reflecting employee names as well as dates/weeks selected and available, will be posted in a common area providing an employee an opportunity to access or view at any time of the day. At the point an employee leaves or terminates employment, any unused weeks of vacation will be posted for bid.

6.14 When a designated run driver is on a week-long vacation, his/her run will be offered to the most senior available driver whose name appears on the Extra Board. If no senior driver selects the available run, the least senior driver available will then be assigned the run for the week.

6.15 When a designated run driver is unable to take his or her designated run or is out of work for less than a week-long vacation, the run will be assigned to a driver whose name appears on the Extra Board.

Article 7 - LEAVES OF ABSENCE

7.1 Leaves of absence without pay for reasonable periods up to six (6) months shall be granted by the Employer for bona fide illness or disability provided the employee has worked with the Employer for twelve (12) months and the employee provides medical certification verifying illness or disability and establishing the need for such leave. The Employer may extend this leave of absence for up to six (6) months at its discretion. Leaves granted hereunder shall be limited to a total of twelve (12) months during a twelve (12) month rolling period, measured backward from the date an employee uses any leave.

7.2 Leaves of absence without pay for reasonable periods of up to six months may be granted by the Employer for reasons mutually agreed to between the Union, the Employer, and the employee. Leaves of absence for illness, disability, and any other reasons shall not be cumulative. That is, the total amount of leave may not exceed six (6) months during the twelve-month rolling period that begins on the first day the first leave is taken.

7.3 An employee must be qualified to return to work upon the completion of a leave of absence. A doctor's certificate verifying that the employee is able to resume his other regular duties must be presented upon return to work. The Employee may be required to submit to the Company complete medical information concerning all matters that may relate to the employee's job performance and his or her physical or mental limitations. If the leave of absence was not for medical purposes, the employee shall then be returned to do the job previously held, or to a job comparable with regard to rate of pay, on the first weekly scheduled prepared after the Employer and the union have received notice in writing of the employee's availability, so long as an equivalent position is open at the time of return. If the leave of absence was for medical purposes, the employee shall be returned to an open position based on the medical information submitted by the employee. If the employee is not qualified to return to his or her regular duties upon return to work, his or her employment may, in the Employer's discretion, be discharged.

7.4 During the period of absence, the employee shall not engage in gainful employment in the same industry unless agreed to by the Union and the Employer.

7.5 All leaves of absence are to be requested in writing and shall state: **a)** reason, **b)** date leave is to begin, and **c)** expected date of return to work. Leaves of absence shall be granted or denied in writing.

Article 8 - BEREAVEMENT LEAVE

8.1 All employees with at least ninety (90) days of service, who are required to be absent from work because of the death of a parent, step-parent, spouse, domestic partner, child, brother, sister, step-sibling, father-in-law or mother-in-law through then existing spouse, or an employee's grandparent, step-grandparent or grandchildren will be compensated on the basis of his/her average straight-time earnings for the time lost by him/her from his/her regular schedule by reason of such absence up to a maximum of three (3) days for each death, up to a maximum of eight (8) or ten (10) hours per day for the purpose of bereavement, based on the employees normally scheduled shift. Employee may use the three (3) days consecutively or separately for purposes of bereavement from the date of death to thirty (30) days following the date of death. Verification may be requested before the company authorizes leave.

8.2 Benefits under this Section shall not be available for death in the immediate family arising while they are absent from work due to layoff, leave of absence, disability, or other reasons. Employees receiving payment under this Section shall not receive payments under any other provision of this Agreement. Reasonable extended leave for the immediate family classifications may be granted without pay.

Article 9 - BONDS

Should the Company require any employee to give bond, the premium involved shall be paid by the Company; however, if the Company's regular bonding company refuses to give bond to any employee for any reason, then, and in that event, the Company shall have the right to dismiss such employee without recourse.

Article 10 - EXAMINATIONS

Physical, mental, or other examinations required by a Government bond or the Company shall be promptly complied with by all such employees; provided, however, the Company shall pay for all such examinations, except in the case of Driver or Commercial Driver License examinations. In the event that any employee fails to pass any examination required by a Governmental body, or the Company, the Company shall have the right to refuse to hire such employee, or to dismiss such employee without recourse.

10.1 In addition, the Company may require employees that have been absent from work due to an illness or serious injury lasting three (3) days or more, to provide a note from employee's doctor clearing the employee for full duty prior to returning to work.

10.2 Any medical examination required by the company will be paid for by the company, but the time spent at the exam shall be off-the-clock and not compensated.

10.3 Employees will be compensated one and a half (1 ½) hours at their applicable hourly rate when sent for random drug/alcohol testing.

Article 11 - ACCIDENTS

Any employee involved in any accident shall immediately report said accident, and any physical injury sustained. When required by the Company, the employee, before starting his/her next shift, and shall make out an accident report in writing on forms furnished by the Company and shall turn in all available names and addresses of witnesses to the accident. Any Employee who is involved in or witness to an accident, will immediately receive "on the clock" hourly compensation for time spent during his/her post accident activities until said driver returns to duty or the D.C. Compensation for time spent if admitted as a patient will not be compensated.

Article 12 - SAFETY

12.1 The Company expressly reserves the right to unilaterally establish safety rules and regulations over and above the minimum standards prescribed by municipal, state, and federal laws and regulations.

12.2 DRIVE CAM: The Employer may use Drive-Cam Event Recorder devices provided that:

12.2.1 In the event Drive-Cam Event Recorder devices are placed on trucks, the Employer will not randomly use the Drive-Cam Event Recorder system to initiate potential discipline, but rather only as part of an investigation begun from a "triggering event"; and

12.2.2 The Drive-Cam system will not be used for imposing discipline unless the employee has been counseled as a result of the Drive-Cam system information within the previous twelve (12) months; unless the behavior is so serious in nature to be classified as an exception to warning notice requirements in subsection (5) below, examples of behavior so serious in nature to be classified as an exception to the warning notice requirements may include but are not limited to; violation of the Alcohol and Drug Policy, leaving the scene of an accident, prohibited use of an electronic communication device as defined by the FMCSA, having an unauthorized passenger in the vehicle or when a driver is engaged in conduct which is in violation of state or federal law; and

12.2.3 The Employee was informed in advance that the Drive-Cam system was installed and was trained on its operation; and

12.2.4 If the Employer disciplines an employee and uses the Drive-Cam Event Recorder information as evidence for the discipline, a copy of video must be provided to the Union. The Employer will inform the driver about his/her right to grieve the results of the video and will provide an authorization form, if requested by the driver. The Employer will then provide the Union with a copy of the Drive-Cam video, upon receipt of said signed authorization form.

12.2.5 The cameras will not be utilized for purposes of random or the assigned monitoring of bargaining unit employees.

12.2.6 Any discipline issued, which is supported by Drive-Cam footage, will be subject to the grievance and arbitration procedure of the parties' collective bargaining agreement and the Company shall bear the burden of proof in all such cases.

12.2.7 Drivers who are requested to discuss Drive-Cam footage or issues will be paid at the hourly rate for time spent in said meeting. A Union Steward will be provided during any such discussions, if requested by Employee.

Article 13 - BUSINESS AGENTS VISITS / SHOP STEWARDS

13.1 Upon making prior arrangements with the Distribution Center Manager, the authorized Business Agent of the Union shall be permitted to visit operations covered by this Collective Bargaining Agreement at appropriate times during working hours. The visits of the Business Agent shall not interfere in any way with the work of any employee.

13.2 Shop Stewards: The Employer recognizes the right of the Union to designate Shop Stewards from the Employer's Seniority list. The designated Shop Steward shall be permitted the right to investigate and present to the Union employee grievances on his/her nonworking time, unless their presence is requested for representation by a manager/supervisor or employee, at which point, said Steward will remain on the clock and paid for time spent, if the meeting occurs during Steward's workday.

13.3 Shop stewards shall be elected/appointed by the Union members and/or Executive Board. The Transportation Manager and the Human Resources Department shall be advised of the identity of said Stewards. In order that there shall be no misunderstanding, the duties and functions of the Stewards shall be discussed with the Business Agent and the Stewards prior to the employee acting as a Steward.

13.4 The Employer agrees to provide suitable space for Union Bulletin Boards in two locations central warehouse and truck shop. Posting may be by the Union or Shop Stewards and are to be limited to official business of the Union.

13.5 Union Stewards shall be given time off without penalty when requested in writing by the union agent for official union business. The designated Shop Steward shall be permitted the right to investigate and present to the Union employee grievances on his/her non-working time.

13.6 Union Orientation: A Shop Steward will be allowed fifteen (15) minutes to meet with new bargaining unit employees within the first two (2) weeks after a new hire's orientation to discuss questions about training or the union contract. The date and time for the Union Orientation meetings must be approved by the Company.

Article 14 - PASSENGERS

No driver shall allow anyone, other than employees of the Employer who are on duty, to ride on his/her truck. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken-down motor equipment and transporting them to the first available point of communication, repair, lodging or available medical attention.

Article 15 - FREE WORK PROHIBITION

It is intended that there shall be no "free" or "time-off-the-clock" work practices under this Agreement. Any employee found by the Company or the Union to be engaging in such unauthorized practice shall be subject to discipline which may include termination.

Article 16 - PERISHABLE PRODUCTS

The Company and the Union recognize the perishable nature of the commodities handled by the Company, and in order to prevent spoilage, the parties hereby agree that all employees must report to work as scheduled. In the event an employee is not able to report to work as scheduled, s/he must call in and advise the transportation manager or on-duty dispatcher that s/he will not be able to report to work as scheduled and the reason, therefore. Failure on the part of any employee to comply with this Article will be considered just cause for disciplinary action, which may include termination.

Article 17 - PROBATIONARY EMPLOYEES

After hire or rehire, employees shall be on a probationary basis for the first ninety (90) calendar days after commencing work. The Company may discharge any new employee during his/her probationary period without further recourse to ARTICLE 20, GRIEVANCE AND ARBITRATION, or any other provision of this Agreement.

Article 18 - COMMERCIAL DRIVER LICENSE (CDL)

All drivers who are subject to Department of Transportation testing must have and retain all applicable licenses and certifications. All such certifications and licenses must be carried by the employee at all times. Any employee who loses any such certification or license is subject to discharge.

Article 19 - SCOPE OF AGREEMENT

19.1 The terms hereof cover the entire Agreement between the parties, and all rights not specifically abridged or limited herein, are reserved exclusively to the Company, regardless of whether or not such rights have previously been exercised by the Company. There shall be no verbal or written agreement between the Company and the employees in violation of this Agreement. This Agreement contains all of the covenants, stipulations, and provisions agreed upon and no representative of either party has authority to make, and none of the parties shall be bound by any statement, representation or agreement reached prior to the signing of this Agreement and not set forth herein.

19.2 During the term and course of this Agreement, or any renewal or extension thereof, no collective bargaining shall be had upon any issue covered by this Agreement, or upon any issue which has been disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement or upon any matter not expressly set forth in this Agreement without the consent and agreement of both parties, which will be reduced to writing and signed by the Albertsons V.P. or Director of Labor Relations and the appropriate Teamster Business Agent/s representing the Union.

Article 20 - GRIEVANCE AND ARBITRATION

20.1 It is mutually agreed that all claims or grievances as to any matter involving the interpretation, application or violation of any provisions of this Agreement may be presented by any individual employee or group of employees to their immediate supervisor for adjustments; or, at the election of the employee or employees, such claim or grievance may be prepared and submitted in writing on their behalf by the Union to the Transportation Manager and the Human Resources Department.

20.1.1 As it pertains to grievance processing and/or arbitration disputes, said disputes will be addressed and processed by the Teamster Local representing the employee from which the dispute originates within their jurisdiction. The Local requesting arbitration will host said arbitration. Locals, however, do not have the authority to settle a precedent setting grievance without the inclusion and agreement of Teamsters Local 222.

20.1.2 The Company may present claims or grievances in writing directly to the Union.

20.2 Mandatory Fact-Finding. Any such grievance shall be adjusted by accredited representatives of the Employer and the Union, and the parties agree to participate in a mandatory fact-finding meeting in which the grievant(s) shall participate.

20.2.1 The parties will schedule a fact-finding meeting within fifteen (15) calendar days of the Company's response to the grievance. This fact-finding meeting will be held at a mutually convenient time.

20.2.2 Any grievance or claim which is not presented within fifteen calendar (15) days following the event giving rise to such grievance or claim shall be forfeited and waived by the aggrieved party and the Union and will not be subject to the grievance procedure provided herein.

20.3 Agreement of Understanding: The Employee will have fifteen (15) days to grieve any written discipline from the company. The above mentioned fifteen (15) days will start after the Employee receives or is informed of such discipline.

20.4 ARBITRATION:

20.4.1 If no agreement is reached through consultation with the immediate supervisor involved, the Union may request arbitration of the grievance with the Company. All grievances shall be confined to alleged breaches of an express provision or provisions of this Agreement. Any matter referred by either party for arbitration must be served on the other party in writing within fifteen (15) days following the rejection of the grievance by the immediate supervisor or the Labor Relations Department or be forfeited and waived by the aggrieved party. Such notice shall name one (1) person who shall serve as the representative of the notifying party on a Board of Arbitration.

20.4.2 Within ten (10) days the other party shall notify the first (1st) party in writing of the name of the person who shall represent it on said Board.

20.4.3 The two (2) person Board shall meet within ten (10) days and attempt to reach agreement on the dispute. In the event they are unable to reach agreement, they shall select a third (3rd) disinterested party whose decision shall be binding upon the parties.

20.4.4 In the event a third (3rd) party cannot be agreed upon within fifteen (15) calendar days, the Federal Mediation and Conciliation Service shall be called upon to provide a panel of eleven (11) arbiters from the immediate local area, and each party shall alternately strike a name from the panel until one (1) remains. The person whose name remains shall serve as arbiter.

20.4.5 The jurisdiction and authority of the arbiter of the grievance and his or her opinion and award shall be confined exclusively to the interpretation of the explicit provision or provisions of this Agreement at issue between the Union and the Company.

20.4.6 The arbiter shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to interpret any federal or state statute or local ordinance when the compliance or noncompliance therewith shall be involved in the consideration of the grievance.

20.4.7 The written award of the arbiter on the merits of any grievance adjudicated within his/her jurisdiction and authority as provided in this Agreement shall be final and binding on the aggrieved employee or employees, the Union and the Company.

20.4.8 The expenses of the impartial arbiter are to be borne equally by both parties. However, if a party withdraws a grievance at such time that cancellation fees are incurred, that party shall be responsible for all such cancellation and other related fees of the of the arbitrator.

20.4.9 The time limits within Sections 20.4 of this Article may be extended upon the mutual, written agreement of both parties.

Article 21 - NO STRIKE/LOCKOUT PROVISIONS

21.1 It is mutually agreed that there shall be no work stoppages, strike, boycotting, or other economic action of whatsoever nature by the Union, or lockout by the Employer during the term of this Agreement.

21.2 Unless such action is approved by the Teamsters Joint Council #3, the Union agrees that it will, within 24 hours, take steps to end any unauthorized work stoppages, strikes, slow-downs or suspensions of work, and shall notify its members by any means normally used by the Union of such violation of this Agreement, instructing its members to return to work immediately. The Union agrees that it will not assist employees participating in such unauthorized work stoppages, strikes, slow-downs or suspensions of work against whatever action the Company may take as a disciplinary measure. This provision does not prevent the Union from utilizing the grievance procedure on behalf of an employee who claims that s/he, in fact, did not participate in such wrongful actions.

21.3 Picket Lines / Sympathetic Action: It shall not be a violation of Section 21.1 and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including those conducted by the Union and primary picket lines at any of the Employer's places of business. It shall also not be a violation of Section 21.1 for employees to participate in a sympathy strike if such action is approved by the Teamsters Joint Council #3.

21.4 The Union agrees, during the term of the Agreement, to notify the Company in advance of sympathetic actions and picket lines approved by the Teamsters Joint Council No. 3 and the IBT, that may interrupt Company's service due to Employee refusal to cross the picket line of a third-party Employer.

21.5 In any event, either party may engage in economic action to enforce an Arbitration Award rendered pursuant to **ARTICLE 20, GRIEVANCE AND ARBITRATION** which either party fails or refuses to comply with; provided that neither party shall take any economic action of whatsoever nature to enforce an Arbitration Award during the pendency of a judicial appeal to set aside an Arbiter's Award.

Article 22 - CONTRACT MINIMUMS

22.1 Any employee presently receiving higher straight-time hourly wage rates or mileage rates than set forth in this Agreement shall not have such straight-time hourly wage rates or mileage rates reduced by the signing of this Agreement.

22.2 All other terms and benefits of the contract are intended to be minimums, and the Company may unilaterally place superior benefits into effect and may reduce the same to the minimums herein prescribed. However, unless the Company informs Employees that a unilateral increase to wage or mileage rates is temporary at the time it is implemented, the Company may not reduce Employees' wage or mileage rates.

Article 23 - MANAGEMENT RIGHTS

23.1 Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may hereafter be entered into, all the rights, powers, and authority the Company had prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of management, which are not subject to the Grievance Procedure and/or Arbitration.

23.2 This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties. During the term and course of this Agreement, no collective bargaining shall be required upon any issue covered by this Agreement, or upon any issue which has been disposed of during the course of collective bargaining which resulted in the consummation of this Agreement.

23.3 No rules, customs, past practices or Agreements, other than those expressly set forth in writing by the parties, shall limit or restrict the Company's right to determine staffing requirements or assignments, or modify its operations in any way.

Article 24 - SEPARABILITY

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement to be in conflict with any law, rule or regulation issued hereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.

Article 25 - BARGAINING UNIT SENIORITY

25.1 When it becomes necessary to reduce the number of the workforce, the last employee hired shall be laid off first and when the workforce is again increased, the employees shall be returned to work in the reverse order in which they were laid off, provided the employee's qualifications are equal (i.e., Class "A" CDL Driver, Mechanic, Certified Master Mechanic).

25.2 Bargaining Unit Seniority will be defined as the length of continuous employment with the Company, within the jurisdiction of Locals # 2, 190, 222, 483 & 983. Bargaining Unit Seniority will not, however, be established until after employees have worked ninety (90) calendar days. As soon as seniority is established, the same shall date from the original date of employment.

25.2.1 As of January 28, 2023, if more than one bargaining unit employee is hired on the same date, seniority will be determined by the last three (3) numbers of the employees' social security number. The employee with the higher of the last three (3) numbers will be awarded seniority first.

25.3 It shall be the responsibility of an employee who has been laid off to record his/her current address with the Company and must report to work within ten (10) calendar days after notice of recall has been sent to his/her last known address via certified mail. Employees on layoff status not reporting to work within the ten (10) calendar day period shall forfeit all rights to reinstatement, accrued vacation, and all benefits otherwise due if service were continuous.

25.4 The Company will furnish a seniority list upon request of the Union, but not more often than three (3) times a year.

25.5 It is understood that if an employee with more than one (1) year on a specific shift request in writing to the Distribution Center Manager a transfer to another specific shift, such employee will be given consideration for such specific shift before any new employee from outside the Company is hired for such shift. This does not limit the Company from considering other relevant business factors in assigning shifts. Written requests will be valid for one (1) year.

25.6 It is understood that regular full-time drivers will be scheduled for runs which they normally make before part-time drivers are scheduled, provided the full-time driver is available and qualified to take the run.

Article 26 – DISCIPLINE & DISCHARGE

26.1 The Company shall not discharge or suspend any employee without just cause. Serious violations, such as, but not limited to theft, dishonesty, violence, insubordination, and other serious offenses, shall not be subject to progressive discipline.

26.2 For violations that are subject to progressive discipline, the steps shall be as follows:

Step (1): A documented written verbal warning will be presented to the employee specifying the violation which justifies the verbal warning notice.

Step (2): A first (1st) written warning of the violation which justifies the written warning will be presented to the employee specifying the violation which justifies the written warning notice.

Step (3): A second (2nd) written warning of the violation which justifies the written warning will be presented to the employee specifying the violation which justifies the written warning notice.

Step (4): A Final Written Warning of the violation which justifies the written warning will be presented to the employee specifying the violation which justifies the Final Warning. The Final Warning may include a disciplinary unpaid suspension.

Discharge: Further violations after the aforementioned written warnings and suspension shall be cause for discharge without further warning.

26.3 A copy of all written verbal notices, written notices and suspensions shall be issued within fifteen (15) calendar days of the violation. A copy of the aforementioned must be provided to the employee and a copy sent to the employees' respective Union by fax, email, or mail, within the aforementioned fifteen (15) calendar days to be valid. Such written notices shall have a twelve (12) month limitation, from the date of said written notice. Step adjustments will be made as written notices achieve their sunset period and are removed. Additional time may be granted to provide the company an opportunity to complete a full investigation if mutually agreed upon by the Union and will not be unreasonably denied.

26.4 Union Representation: In the event an employee is requested by the Company to participate in an investigation which the employee reasonably believes could lead to possible discipline, then, in that event, the Employee has the right to request the presence of a union steward during the investigatory review. Employees do not have the right to have union representation present when called to a meeting with management for the sole purpose of informing the employee of the discipline being imposed.

26.5 All “Progressive Discipline” will be administered separately and defined as “Like” discipline within one of the following infraction groups. Infraction groups are as follows:

- 1) Performance
- 2) Attendance
- 3) Drive-Cam

Article 27 - SUBCONTRACTING

The Company, in accordance with the requirements of its business, expressly reserves the right to subcontract any part of its operations at any time during the life of this Agreement, provided however, that no employee will have their scheduled hours or runs in a workweek reduced as a direct result of subcontracting.

Article 28 - JOB VACANCIES

28.1 When a job vacancy comes open for bidding in any department, notice of the vacancy shall be posted for seven (7) calendar days on the Company bulletin board, to all employees in all departments. Preference will be given to the present employees, by Company seniority, who possess the skills to perform the job without the need for training.

28.2 When a job bid is posted, it shall include a job description, the applicable rate of pay, start time and the existing shift. All bid notices shall include posting and closing dates. The Company will expedite the physical move to a new bid. In all cases the Company shall notify the employee of an estimated date of change.

Article 29 - TERMINATION OF OPERATION

29.1 The Company, in accordance with the requirements of the business, expressly reserves the right to unilaterally discontinue all or any part of its operations, without prior collective bargaining. If such discontinuance occurs, the Company will, upon written request of the Union, promptly comply to bargain the effects of the closing upon the employees affected by the closing. In the event of a distribution center, depot, satellite operation, or other closure, the Company will abide by the terms of the WARN Act.

29.2 Transfer of Company Title or Interest. This Agreement and the supplemental agreements hereto, hereinafter referred to collectively as "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction (i.e., “nature of transaction” examples listed above), not including financial details.

Article 30 - HEALTH AND WELFARE

Effective October 1, 1993, all bargaining unit employees will be covered by the Albertson's Employees Health and Welfare Trust under the medical benefits, dental, disability, and employee life, and accidental death and dismemberment insurance plans. Employees will be subject to the eligibility requirements of the plans and all of the terms and conditions of the plans and will be covered by any increases in benefits or any other changes in the plans which apply to other employees covered by such plans as these are determined by the law and trustees of the plans.

Article 31 - PENSION

31.00 Effective January 1, 1998, employees will be covered by the Albertson's Employees Corporate Pension Plan. Employees will be subject to all terms and conditions of the Plan, including any increases or changes in benefits or other changes which apply to other employees under the Plan, as such changes are determined by the law and the trustees of the Plan. Employees will cease receiving pension credits under the Albertson's Employees Corporate Pension Plan after August 2023.

31.01 Pension Plan: Effective September 3, 2023, the Employer shall contribute to the Western Conference of Teamsters Pension Trust (WCTPT) for the account of each employee working under this Agreement a monthly sum to be computed as follows:

31.02.01 Effective September 3, 2023, the total contribution to the WCTPTF shall be seventy-five cents (\$0.75) for each compensable straight time hour, up to a maximum of forty (40) hours per week and 2080 per year.

31.02.02 Effective January 28, 2024, total contribution to the WCTPTF shall be one dollar (\$1.00) for each compensable straight time hour, up to a maximum of forty (40) hours per week and 2080 per year.

31.02.03 Effective January 26, 2025, total contribution to the WCTPTF shall be one dollar and fifty cents (\$1.50), for each compensable straight time hour, up to a maximum of forty (40) hours per week and 2080 per year.

31.02.04 Effective January 25, 2026, total contribution to the WCTPTF shall be one dollar, seventy-five (\$1.75) for each compensable straight time hour, up to a maximum of forty (40) hours per week and 2080 per year.

31.02.05 Effective January 31, 2027, total contribution to the WCTPTF shall be two dollars fifty cents (\$2.00) for each compensable straight time hour, up to a maximum of forty (40) hours per week and 2080 per year.

31.03 By execution of this Agreement, the Employer agrees to be bound by, and comply with, the terms and conditions of the amended and restated Agreement and Declaration of Trust and the Pension Plan for the WCTPT, and the appointment of Trustees.

31.04 The total amount due for each calendar month shall be remitted in a lump sum not later than fourteen (14) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

31.05 The Company will recognize that “Mileage Drivers” who are compensated according to the “Mileage and Premium Pay” schedules within the C.B.A., will receive a weekly employer contribution for ten (10) hours for each day worked, not to exceed forty (40) hours per week or 2080 hours per year.

Article 32 - SICK LEAVE

32.1 Effective January 1, 1983, based on hours worked in 1982 and thereafter, employees during each twelve (12) month period of continuous employment with their current Employer shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness. Such sick leave pay for each twelve (12) month period will only be credited at the end of such period.

32.2 Sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked or miles logged by the employee with his or her current Employer in the twelve (12) months preceding his or her last anniversary date, as follows:

<u>Hours Worked</u>	<u>Miles Logged</u>	<u>Hours of Sick Leave Pay</u>
890 to 1349	40,200 to 52,999	24
1350 to 1779	53,000 to 80,399	32
1780 or more	80,400 or more	48

32.3 When an employee has an illness or injury requiring the employee to miss work, the employee may elect to be paid eight (8) hours or (10) hours or (12) hours, out of employee’s sick bank per day missed due to the illness or injury. If employee does not indicate the number of hours to be paid from his/her bank for the sick leave day, employees who work five (5) days a week will be paid eight (8) hours from his/her sick leave bank and employees who work four (4) days a week will be paid ten (10) hours from his/her sick leave bank for the sick leave day.

32.4 Sick leave pay shall not be paid on the employee's scheduled day off, holidays, vacations, or any other day on which the employee is drawing pay for time not worked or would not have otherwise worked. Such days shall not be considered working days for the purpose of establishing the date on which the sick leave pay is to commence.

32.5 Sick leave pay, to the extent it has been earned, will be integrated with payments under Federal or State Workers' Compensation program, Employer-paid Health and Welfare program or other disability program to which the Employer contributes, so as not to permit the employee to receive more than the equivalent of forty (40) hours' pay at the employee's regular straight-time hourly rate of pay for any week in which the employee is off work or his or her regular weekly pay, whichever is less.

32.6 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of two hundred fifty (250) hours. Sick leave pay must be earned by employment with one (1) Employer.

32.7 A doctor's certificate or other authoritative verification of illness may be required by the Employer, and if requested by the employer, must be presented by the employee not more than forty-eight (48) hours after return to work.

32.8 Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction, or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the Company amounts paid to such employee for a period of such absence or may be discharged by the Company for such falsification or misrepresentation.

32.9 Sick leave benefits are not convertible to cash.

32.10 The Company shall provide a "Sick Call Telephone Hotline" that is available twenty-four (24) hours a day, seven (7) days a week for employees to use when calling in sick. The Employer's Sick Call Telephone Hotline shall have voice message receiving capabilities, with an accurate time stamp feature, for employees to leave a message whenever the hotline is not staffed by a manager or dispatcher.

Article 33 - NON-DISCRIMINATION

33.1 The Company and Union agree that each will fully comply with applicable laws and regulations regarding discrimination against any employee or applicant because of such person's race, color, religion, national origin, sex, age, veteran status, disability, or other classification that may be protected under the law. Any reference to gender in this Labor Agreement shall include both genders.

33.2 Nothing within this Agreement shall restrict any bargaining unit employee from pursuing claims of discrimination under State or Federal law with the appropriate administrative agency.

Article 34 - NO SOLICITATION

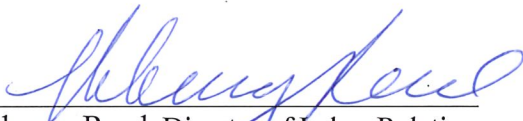
No employee may engage in solicitation of any kind during working time, or while any person being solicited is on working time. No employee may distribute literature during working time or in working areas. Working time does not include mealtimes or break times.

Article 35 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 29, 2023, until midnight, January 29, 2028, and from year to year thereafter, unless one of the parties to this Agreement serves written notice of its desire to amend or terminate this Agreement upon the other party not less than sixty (60) days prior to its expiration date or any anniversary thereafter.

ALBERTSON'S LLC

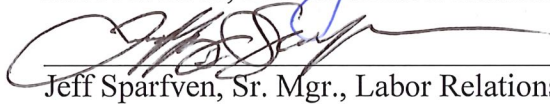
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS
WAREHOUSEMEN, AND HELPERS OF
AMERICA, LOCALS # 2, 190, 222, 483 & 983.




Rebecca Reed, Director of Labor Relations



Marty Cowin, President Local 222



Jeff Sparfven, Sr. Mgr., Labor Relations



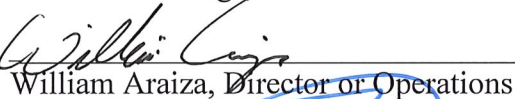
Jim Soumas, Secretary Treasurer, Local 190



Michael Robbins, VP/GM



Edward Sutton, Business Agent, Local 483



William Araiza, Director of Operations



Aaron Ralph, Business Agent, Local 2



Michael Flores, Transportation Manager



Jake Blackburn, Business Agent, Local 983

SALT LAKE CITY DISTRIBUTION CENTER

ADDENDUM

A.1 Drug Testing

A.1.2 Albertson's LLC, hereinafter called "the Company," International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Locals # 2, 190, 222, 483 & 983, hereinafter called "the Union" acknowledge and agree that the Company has an unqualified and unlimited right insofar as the Union and its collective bargaining Agreement is concerned to engage in drug testing of applicants for employment and to use information obtained therefrom at their discretion in determining who will be employed.

A.1.3 The parties further agree that if the Company has a reasonable belief that an employee in the bargaining unit is under the effects of a non-prescribed substance, overdose of a prescribed substance, or alcohol during work hours or on Company premises, the Company shall have the right to require the employee to submit to a urinalysis or other generally accepted test to determine the existence of such substances in the employee's system. Refusal to promptly provide a specimen sample for urinalysis will be considered a voluntary quit. A positive test for any non-prescribed substance, overdose of a prescribed substance, illegal drugs, cannabis, alcohol or intoxicant shall be cause for immediate discharge. The Company shall pay the expense of the urinalysis. The Company will provide the Union with a copy of the written results of the test upon request.

A.1.4. Further, if an employee voluntarily approaches management prior to being asked to submit to testing and indicates that such employee has a drug substance abuse or alcohol problem, the Employer will give the employee a leave of absence to enroll in a drug or alcohol rehabilitation program. The employee will continue on the leave of absence for the period of rehabilitation, but not to exceed sixty (60) days, without any loss of seniority.

A.1.5 Drivers, who have a positive test for a non-prescribed controlled substance, drug, or cannabis during a DOT physical examination, will be subject to the foregoing provisions.

A.1.6 Nothing in this Letter of Understanding shall in any way limit or restrict the Company's right to prescribe and enforce its Personnel Policies and other job requirements.

A.2 Joint Labor-Management Committee Meetings

A.2.1 There shall be a Joint Labor-Management Committee comprised of stewards representing Hostlers, Drivers, and Mechanics. The employee representatives will be employed in the respective departments involved.

A.2.2 The Joint Labor-Management Committees shall meet upon the written request of the Union or Company in advance of the date desired but no more than each six months unless mutually agreed otherwise for the purpose of discussing issues involving the employees. This Article/Section does not create any basis for grievance or arbitration or expand the contractual rights of the employees. It is understood between the parties that nothing stated between the parties shall be binding upon the union or the Company.

A.3 It is also recognized that monies from Teamsters Locals # 2, 190, 222, 483 & 983, are paid to the International Brotherhood of Teamsters and consequently, the International's use of those funds for any purposes contrary to this Agreement will not be a violation of this Agreement.

A.4 72-Hour Notice

The Union agrees that at the expiration of this Agreement, and/or any extension, if a new Agreement cannot be reached it shall give the Employer 72 hours' notice of any type of economic action of whatsoever nature so that the Employer may remove or handle perishable products and place it in storage or transport it before any economic action occurs.

A.5 Seniority Credit

Part-time employees who are assigned to full-time work will receive a pro-rated seniority based on 2080 hours or the number of miles divided by 45 (mph), for up to two years of as a part time.

A.6 Leave of Absence - Temporary Medical

With regard to Article 18, Albertson's will fairly consider a driver's request for a leave of absence, pursuant to Article 7, because of temporary medical conditions which prevent the driver from retaining his or her certification.

A.7 Driver Assignments

A.7.1 Call Times. Dispatchers will attempt to assign runs between 12:00 noon to 3:00 p.m. and between 7:00 p.m. and 10:00 p.m. as it relates to the "extra board". The holiday schedule for Christmas, New Years, Thanksgiving, and other holidays and busy times may be different, depending upon the day of the week on which the holiday falls.

A.7.2 Extra Board / Call Outside Block-times. If the company calls outside of the block times the employee will not lose their spot on the extra board by not answering the call. However, if the employee does not answer their phone outside their call block time, Employer will leave a voicemail, if voicemail is available. The company will wait five (5) minutes before calling the next available Employee. If no contact is made, the employee will go to the bottom of the extra board list. The work will be awarded to the first Employee with whom contact is made (i.e., the first to answer the call, or call back).

A.8 Dispatch. Drivers assigned to the scheduling list will be scheduled for runs on a first-in first-out dispatch. When more than one run is available, the driver at the top of the list will have a choice of the available runs. For example, at 12:00 noon, if five (5) grocery runs are available, the first driver on the list will choose from the five (5) runs, the second driver will choose from four (4) runs, etc.

A.9 Individual Schedule Change. When an individual's bid schedule requires a permanent adjustment to days worked or a start time adjustment of two (2) or more hours, at least two (2) stewards, chosen by the Union, shall sit down with the Transportation Manager and the impacted Employee in an effort to create a fair and balanced schedule for the individual. In the event the individual cannot work the new schedule, he/she may bump a less-senior driver out of his/her bid schedule or move to the Extra Board. Any employee displaced from a bid schedule through bumping may also bump a less senior employee from his/her bid schedule or move to the Extra Board.

A.10 Multi Run Schedule Change. When schedule changes impacting multiple bid runs are necessary, management will sit down with at least 2 stewards in an effort to create a fair and balanced schedule. In the event the union and management cannot agree upon a fair and balanced schedule, management will determine the final schedule and a full rebid will occur. Such a meeting will not take place any time a permanent vacancy arises. Such a meeting should not discourage any interested driver from approaching management with his or her meaningful suggestions for route assignments.

A.11 Sign-In. All drivers assigned to the scheduling list will be required to sign in on the scheduling list upon the end of their tour of duty.

A.12 Time Off. Requests for temporary time off the list must be approved.

A.13 DOT Hours Availability. Drivers assigned to the Extra Board who return to the yard will identify in writing their total available hours, under DOT regulations, remaining for the day and the following twenty-four (24) hour period. Drivers with insufficient hours remaining to make a trip will maintain their position at the top of the list until sufficient hours are attained. When hours are attained, the driver will be dispatched during the appropriate Call Time block pursuant to (A.7.1) above. Refusal to accept the dispatch (which includes the failure to answer or respond to a call), will result in an attendance occurrence.

A.14 Sleeper Team Runs. In the event that one of the drivers of a sleeper team is unavailable to handle the run, the remaining driver will select another mutually agreeable driver. In the event that another driver is not available, the least senior driver from the list, who the Company determines is appropriate to handle the run, will be assigned to the trip. Should a sleeper team run be reduced to a solo run, either driver may choose to handle the run. If both drivers choose to handle the run, the Company shall select the driver to be assigned to the run on the basis of length of service.

A.15 Elimination of Runs. If two (2) designated runs are canceled and made into one (1) run (i.e., combined), the run will be assigned to the more senior driver. If the driver turns down the run, s/he will be moved to the top of the Extra Board and offered the next available run. In this situation, the run will be assigned to the other designated driver.

A.16 Canceled Run. Any driver on a designated work schedule who has a run canceled will be placed at the top of the scheduling list for the day provided that the next available run will not interfere with the remainder of the driver's work schedule.

A.17 Posting and Vacating Runs. All available weekly scheduled driver positions to include Long-Haul Runs, Relay Runs, Hourly Local Runs, Extra Board, and Yard Hostler positions as determined by management will be posted for bid and selection by bargaining unit Drivers every other year, beginning in 2003. A list of driver positions and runs to be selected as defined above will be posted and a copy provided to each driver two weeks before the selection date. Drivers, as defined above, will be assigned call times at 15-minute intervals. If a driver misses his/her call time for any reason, the driver will be allowed to select at the point that he/she contacts management with their selection. If contact is made by the employee, he/she will be allowed to select from runs that are available at the driver calls, if any, or at the end of the selection process, if any runs remain available. Both parties recognize that run assignments may change or runs may be eliminated periodically due to business needs. For the purpose of this section, bids will be segregated by Local, therefore there will be no cross-bidding.

A.18 Re-assigned Run Request. In the event that a designated run driver who has been assigned to a run for one (1) year or more wants to be permanently removed from his or her designated run, or apply for another designated run, s/he must notify the Company fourteen (14) calendar days in advance of the date the driver desires reassignment to allow the Company to make any appropriate driver assignment changes. Vacated designated runs will be posted for fourteen (14) calendar days. Drivers who desire to apply for these runs will notify management of the Transportation Department in writing during the posting period. The driver for the designated run will be selected on the basis of his or her seniority and required endorsement. The driver selected will remain on the designated run for a minimum of one (1) year. If s/he vacates the run within the one (1) year time period, s/he will be placed on the scheduling list.

A.19 Individual Distribution Center Bidding. For the purpose of this section, bids will be segregated by Local distribution center, therefore there will be no cross-bidding, unless a bid goes unfilled within the Local of the runs/bid's origin. First, an open bid/run is bid within a distribution center. At the point a bid/run goes unbid within any D.C., a bargaining unit employee may bid into said D.C from another D/C. The bid information will include the projected start time, scheduled days per week, geographic region & type of pay (i.e., hourly vs mileage). Relay Run bids will include the projected start time, scheduled days per week, projected relay destination & type of pay (i.e., hourly vs mileage).


A.20 Relay Return Assignment. If there is a Relay Return that causes a driver to then return with a single trailer backhaul, it will be offered according to seniority, where feasible so long as it will not have a negative impact on the business.

A.21 Nothing herein precludes the Company from altering or eliminating runs, assigning drivers to any run on a temporary basis or otherwise assigning a driver to a run for which s/he has not expressed a desire or preference. The Company is not required to work full-time drivers at overtime when part-time drivers are available at straight-time rates. The Company and Union retain their rights under the subcontracting provisions of the labor Agreement.


A.22 This Addendum outlines the Company's intent concerning driver run assignments. Its terms are subject to a grievance, and mandatory fact-finding, but not arbitration.

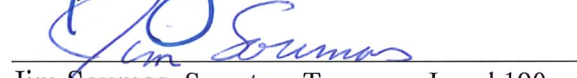
ALBERTSON'S LLC

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS
WAREHOUSEMEN, AND HELPERS OF
AMERICA, LOCAL # 2, 190, 222, 483 & 983.


Rebecca Reed, Director of Labor Relations


Marty Cowin, President Local 222


Jeff Sparfyen, Sr. Mgr., Labor Relations


Jim Soumas, Secretary Treasurer, Local 190


Michael Robbins, VP/GM


Edward Sutton, Business Agent, Local 483


William Araiza, Director or Operations


Aaron Ralph, Business Agent, Local 2


Michael Flores, Transportation Manager


Jake Blackburn, Business Agent, Local 983

**ALBERTSON'S LLC
SALT LAKE CITY DISTRIBUTION CENTER
APPENDIX "A"**

CLASSIFICATIONS AND MINIMUM WAGE RATES:

The following minimum scale of wages for all indicated classifications of employees will be effective as of the dates listed below. If Albertson's chooses to pay more than a stated rate for an individual employee or group of employees, it may.

MECHANICS, SHOP & YARD

Position	Current	01/29/23	01/28/24	01/26/25	01/25/26	01/31/27
Truck Mechanic Apprentice 1	\$19.00	\$23.00 (+ \$4.00)	\$23.50 (+ \$0.50)	\$24.00 (+ \$0.50)	\$24.50 (+ \$0.50)	\$25.00 (+ \$0.50)
Truck Mechanic Apprentice 2	\$21.00	\$25.00 (+ \$4.00)	\$25.50 (+ \$0.50)	\$26.00 (+ \$0.50)	\$26.50 (+ \$0.50)	\$27.00 (+ \$0.50)
Truck Mechanic Apprentice 3	\$22.50	\$28.00 (+ \$5.50)	\$28.50 (+ \$0.50)	\$29.00 (+ \$0.50)	\$29.50 (+ \$0.50)	\$30.00 (+ \$0.50)
Senior Truck Mechanic 4161-Thereafter	\$27.00	\$34.00 (+ \$7.00)	\$34.50 (+ \$0.50)	\$35.00 (+ \$0.50)	\$35.50 (+ \$0.50)	\$36.00 (+ \$0.50)
Master Truck Mechanic	\$29.00	\$39.00 (+ \$10.00)	\$39.50 (+ \$0.50)	\$40.00 (+ \$0.50)	\$40.50 (+ \$0.50)	\$41.00 (+ \$0.50)

AM.2 CDL Premium: Mechanics who possess and maintain a "Class A" CDL will receive an additional premium of one dollar (\$1.00) per hour.

AM.3 Tool Allowance: On the dates identified below all mechanics will receive a tool depreciation allowance payment:

Current	01/29/23	01/28/24	01/26/25	01/25/26	01/31/27
\$225.00	\$235.00	\$245.00	\$255.00	\$265.00	\$275.00

AM.4 Shop/Yard Jobs: Truck & Trailer Fuelers, Washers, Lubrication & Maintenance Employees.

Current	01/29/23	01/28/24	01/26/25	01/25/26	01/31/27
\$20.30	\$23.00 (+ \$ 2.70)	\$24.50 (+ \$1.50)	\$26.00 (+ \$1.50)	\$27.50 (+ \$1.50)	\$28.50 (+ \$1.00)

Position	Current	01/29/23	01/28/24	01/26/25	01/25/26	01/31/27
Tire Tech	\$19.00	\$20.00 (+ \$1.00)	\$20.50 (+ \$0.50)	\$21.00 (+ \$0.50)	\$21.50 (+ \$0.50)	\$22.00 (+ \$0.50)

DRIVERS & HOSTLERS

DRIVERS

Drivers	Current	01/29/23	01/28/24	01/26/25	01/25/26	01/31/27
Hourly	\$26.00	\$28.00 (+ \$2.00)	\$30.00 (+ \$2.00)	\$30.75 (+ \$0.75)	\$31.50 (+ \$0.75)	\$32.25 (+ \$0.75)

HOSTLERS

Hostlers	Current	01/29/23	01/28/24	01/26/25	01/25/26	01/31/27
Hourly	\$26.50	\$27.50 (+\$1.00)	\$28.25 (+\$0.75)	\$29.00 (+\$0.75)	\$29.75 (+\$0.75)	\$30.50 (+\$0.75)

AD.1 If a Driver is assigned to work temporarily as a Hostler, the Driver will receive their current rate of pay for all hours worked as a Hostler. If a Hostler is assigned to work as a Driver, the Hostler will receive the Driver rate of pay for all hours (or miles if a long-haul run) worked as a Driver.

AD.1.2 GWI: Each year, hourly Employees shall receive the annual increase to the minimum rate for the Employee's classification, or the Gross Wage Index (GWI) below, whichever is greater:

01/29/23	01/28/24	01/26/25	01/25/26	01/31/27
(+\$1.00)	(+\$0.75)	(+\$0.75)	(+\$0.75)	(+\$0.75)

AD.2 Mileage & Premium Pay: Except for a differential between single and double trailer rates and mileage rates, there will be no differential between single and team drivers for premium pay rates (including mileage pay); Team drivers will divide equally all premium pay earned.

Mileage Rates	Mileage Drivers	01/29/23	07/09/23	01/28/24	01/26/25	01/25/26	01/31/27
	Current	\$0.615	\$0.635	\$0.66	\$0.67	\$0.68	\$0.69
Single Driver:		\$0.635 (+\$ 0.02)	\$0.66 (+\$ 0.025)	\$0.67 (+\$ 0.01)	\$0.68 (+\$ 0.01)	\$0.69 (+\$ 0.01)	\$0.70 (+\$ 0.01)
Single Driver Doubles:		\$0.715 (+\$ 0.02)	\$0.735 (+\$ 0.025)	\$0.77 (+\$ 0.01)	\$0.78 (+\$ 0.01)	\$0.79 (+\$ 0.01)	\$0.80 (+\$ 0.01)
Team Drivers:		\$0.715 (+\$ 0.02)	\$0.735 (+\$ 0.025)	\$0.77 (+\$ 0.01)	\$0.78 (+\$ 0.01)	\$0.79 (+\$ 0.01)	\$0.80 (+\$ 0.01)

AD3 Stop Pay B: Prior to 07/09/2023 “Stop Pay” will be paid as follows:

Stop Pay	Current	01/29/23 – 07/08/2023
First stop	\$17.00	\$17.00
Each additional stop	\$10.00	\$10.00

AD3.1 Stop Pay A: Beginning 07/09/2023, anytime a dock is bumped, and freight is loaded or unloaded, including store deliveries, backhauls, cleanups and trailer cleanouts. “Stop Pay” will be paid as follows:

Stop Pay	07/09/2023	01/28/24	01/26/25	01/25/26	01/31/27
All Stops	\$22.00	\$22.50	\$23.00	\$23.50	\$24.00

AD.4 Equipment Exchange: Beginning 07/09/23, Equipment Exchange pay will be nineteen dollars (**\$19.00**). Equipment Exchange consists of swapping out any type of equipment outside the yard and conducting pre-trip/post-trip on all equipment (tractors/singles/doubles/con-gear) during relays or any type of moving or relocating of equipment.

AD.5 Yard Pay B: From January 29, 2023, through 07/08/23, Yard pay is the equivalent of an additional stop, and is defined to include pre-trip inspections, pre-trip reports, handling other office paperwork, yard fueling, hooks and unhooks in the yard, and anything else necessary to perform driver duties at the Distribution Center and yard.

AD.5.2 Yard Pay A: Beginning 07/09/23, Yard Pay is forty dollars (**\$40.00**), Yard Pay consists of hooking all equipment (single and doubles), pre-trip all equipment, paperwork, 1st initial Fueling (either in yard or on-road), securing load, scale and adjusting load trailer weights, unhooking, post-trip, and anything else necessary to perform driver duties at the distribution center and/or terminal at the beginning and end of your trip.

AD.6

Hooks/Unhooks	Current	01/29/23	07/09/23
(Away from yard)	\$8.80	\$8.80	\$0.00

AD.7 Additional Fueling: Beginning 07/09/2023, after the first initial fueling at yard or on the road, if an additional fueling is required during the trip, the Driver will be paid the following fueling rate:

Additional Fueling Rate	2023	01/28/24	01/26/25	01/25/26	01/31/27
	\$9.00	\$9.50	\$10.00	\$10.50	\$11.00

AD.8 Meals: Each driver away from the terminal continuously for more than fourteen (14) working hours will be paid a meal allowance of the below designated rates for each period of 8 consecutive hours away from the terminal.

Meals	Current
	\$12.00

AD.9 Motel Expenses: Drivers will be reimbursed up to one hundred fifty dollars (\$150.00) per night for overnight accommodation made with advance notice to Dispatch. overnight accommodations made at rates over one hundred fifty dollars (\$150.00) require Dispatch approval.

AD.10 Upon submission of paid receipts, the driver will be reimbursed for reasonable motel room expenses. The Employer reserves the right to select motels. A driver must be reimbursed for expenses within the current payroll cycle in which paid receipts are submitted.

AD.11 Layover: In the event of layover away from the driver's home distribution center (Utah, Idaho, or Montana, etc.) after the first ten (10) hours following the last work performed, the driver will be paid at the current Driver hourly rate of pay for up to eight (8) hours of additional layover time. Then after ten (10) additional hours of layover time, the driver will be paid up to eight (8) more hours at such rate for additional layover time. This last sentence will be applied to each additional twenty-three (23) hours of layover time.

AD.12 Delay Pay B: Prior to 07/09/23, the Company will pay the equivalent of a first stop pay for each hour of delay time beginning with the second hour up to the beginning of the 12th hour.

AD.13 Delay Pay A: Beginning 07/09/23, "Delay Pay" is paid at the regular hourly Driver rate, after delayed for one (1) hour. Drivers will be paid in fifteen (15) minute increments after the first hour. The time under seven (7) minutes will be rounded down and seven (7) minutes or more on delay will be rounded up to fifteen (15) minutes. Drivers must notify dispatch of any types of delays, at the time of delay, and must be documented on a trip sheet. (Example – If a driver breaks down and is delayed for 2 hours and 6 minutes, delay pay starts after the 1st hour and driver will be paid for 1 hour of delay pay. If the driver is delayed for 2 hours and 7 minutes, delay pay will start after the first hour and driver will be paid for one hour and 15 minutes) Delay time will include, but not be limited to the following: tractor/trailer breakdown, road closure, impassable highway, high wind warnings, DOT inspections, dock delay, time in yard waiting for load or at shop, deliveries, backhauls, relay points.

AD.14 Chain-up Pay: The Company will pay for chain up and the removal of tire chains. Fifteen dollars and fifty cents (\$15.50) for each necessary chain up and an additional Eight dollars and fifty cents (\$8.50) to be paid for chaining up doubles. The Company will adhere to all State and/or Local regulations regarding the driving of doubles in inclement weather.

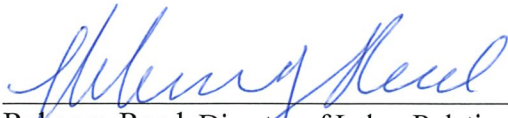
AD.15 Training: A driver who is in the act of training another driver will receive an additional hour of pay or \$20.00 per day, whichever is greater, while performing said training.

AD.16 Meeting Destination: If the Company requires a driver to drive beyond their normal lane or meeting destination, the driver will be paid for any additional mileage or ancillary pay/benefits owed due to the change.

AD.17 Breaking Bids: If the Company breaks a driver's bid for the day when the run is available and the driver is available, but the company assigns it to a third party or a less senior driver, the driver shall be made whole.

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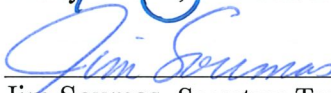
Rebecca Reed, Director of Labor Relations



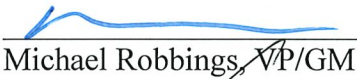
Marty Cowin, President Local 222



Jeff Sparfven, Sr. Mgr., Labor Relations



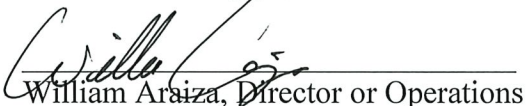
Jim Soumas, Secretary Treasurer, Local 190



Michael Robbins, VP/GM



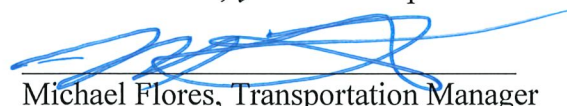
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